

THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

between

CITY OF JERSEY CITY,

HUDSON COUNTY, NEW JERSEY

and

THE PUBLIC HEALTH NURSE SUPERVISORS ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

RUTGERS UNIVERSITY

JANUARY 1, 1975 through December 31, 1975.

THIS BOOK DOES
NOT CIRCULATE

RESOLUTION RATIFYING LABOR CONTRACTS

The Council (as a whole) offered and moved for adoption of the following resolution:

WHEREAS agreements have been entered into after bargaining sessions by and between the City of Jersey City and THE PUBLIC HEALTH NURSE SUPERVISORS ASSOCIATION; and

WHEREAS, the said agreements fully contain all

that had heretofore been agreed upon by the parties; and

WHEREAS, it is the desire of the Municipal Council

of the City of Jersey City to approve the said contract;

NOW, THEREFORE, BE IT RESOLVED by the Municipal

Council of the City of Jersey City that the agreements entered into by and between the City of Jersey City and THE PUBLIC

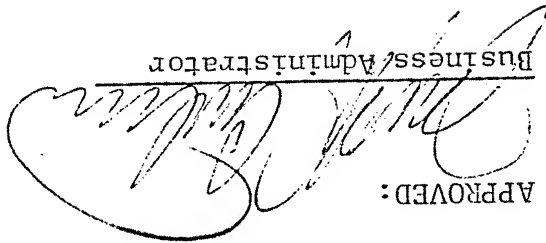
HEALTH NURSE SUPERVISORS ASSOCIATION are hereby approved, and

the Mayor or Business Administrator is hereby authorized to

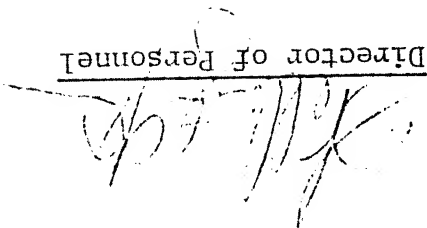
sign said agreements in behalf of the City of Jersey City.

APPROVED:

Business Administrator



Director of Personnel



APPROVED AS TO LEGAL FORM

Shewell-Jones

Assistant Corporation Counsel

10.4

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PREAMBLE

This Agreement made and entered into this

4th

day of December

1975, by and between the CITY OF JERSEY CITY hereinafter known and

designated as the "City", and the members of the PUBLIC HEALTH NURSE

SUPERVISORS ASSOCIATION, hereinafter known and designated as the

"PHNSA".

The within Agreement is made to effectuate the policy of Chapter 303

of the laws of New Jersey of 1968, RS:34:13A-1, et seq. (hereinafter

"Chapter 303") and to formalize agreements reached through negotiations

conducted in good faith between the City and the PHNSA with respect to terms

and conditions of employment.

Whereas, for the purpose of mutual understanding and in order that

a harmonious relationship may exist between the City and the PHNSA to that

end that continuous and efficient service will be rendered, this Agreement

is created.

Now therefore, it is agreed as follows:

mean all members of this bargaining unit.

B. Reference to "Supervisory Personnel" in this contract shall

and other working conditions.

purpose of bargaining with respect to rates of pay, wages, hours of work,

employees performing similar work, covered under this agreement for the

Public Health Nurse Consultant, Public Health Nutritionist, plus all

of Assistant Public Health Nurse Supervisor, Public Health Nurse Supervisor,

representative of all temporary and permanent employees who hold the title

A. The City hereby recognizes the PHNSA as the sole and exclusive

PHNSA RECOGNITION

ARTICLE I

ARTICLE II

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of the Grievance Procedure shall be to settle

all grievances between the City and the PHNSA as quickly as possible so as to insure efficiency and promote employees' morale.

B. Definition

A Grievance as used herein means any controversy arising over

the interpretation or adherence to the terms and conditions of this Agreement.

C. Steps of the Grievance Procedure

A Grievance shall be processed as follows:

Step One:

(a) An aggrieved employee shall institute action under

the provisions hereof within twenty (20) working days of the occurrence of the

grievance by discussing the matter with her immediate supervisor and PHNSA

representative. Failure to act within the said twenty (20) working days shall

be deemed to constitute an abandonment of the grievance. In the event of a

continuing violation, however, the employee shall have a right to institute

action under the provisions of this procedure, but the liability of the City

shall be limited to twenty (20) days prior to the filing date of the grievance.

(b) The immediate supervisor shall render an answer

within three (3) working days to the PHNSA.

Step Two:

(a) If the grievance is not settled through Step One,

the same shall be reduced to writing by the PHNSA and submitted to the

Director of Nurses, or her designee.

(b) The Director of Nurses or her designee shall

answer such grievance in writing with a copy to the PHNSA within five (5)

working days of its submission.

Step Three:

(a) If the grievance is not settled by Steps One and

Two, then the PHNSA shall have the right to submit such grievance to the

Director of Human Resources or his designee.

(b) A written answer to said grievance shall be served

upon the individual and the PHNSA within seven (7) working days after submission.

Step Four:

(a) If the grievance is not settled through Steps One,

Two and Three, the aggrieved shall have the right to pursue all legal remedies

afforded by provisions of the Civil Service Act.

(b) If the aggrieved does not elect to pursue his

grievance under the provisions of the Civil Service Act, then the PHNSA shall

have the right to submit such grievance to an arbitrator appointed by PERC. The arbitrator shall have full power to hear the dispute. The decision of the arbitrator shall be final and binding upon both parties. The cost of arbitration shall be borne equally by the City and the PHNSA.

D. Miscellaneous Provisions

1. The PHNSA President, or his authorized representative, may report an impending grievance to the Director of Human Resources in an effort to forestall its occurrence.

2. Nothing herein shall prevent any employee from pro-

cessing his own grievance provided the Grievance Committee may be present as an observer at any hearing on the individual's grievance.

3. Since adequate grievance procedures are provided in this

Agreement, the PHNSA agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism or

other similar action which would involve suspension of work and may disturb

and interfere with the orderly operation of the Department of Human Resources.

ARTICLE III

PHNSA NOTIFICATION

Proposed new rules or modifications of existing rules governing

working conditions shall be negotiated with the representatives of the

PHNSA before they are established, except as limited by the management's

rights clause.

ARTICLE IV
SENIORITY

A. Seniority is defined as length of service in title, so long as

consistent with Civil Service rules and regulations.

B. In the event a vacancy occurs which is desired by more than

one Nurse Supervisor, it shall be filled in accordance with seniority among

qualified candidates for the position.

ARTICLE V

DUES CHECK-OFF

- A. The City agrees to deduct the monthly PHNSA membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of the PHNSA, and the aggregate deduction for all employees shall be remitted, together with an itemized statement, to the Treasurer of the PHNSA by the fifteenth (15th) of the current month after such deductions are made.
- B. Any written designation to terminate authorization for check-off must be received in writing by the City and the PHNSA, and the filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.
- C. The PHNSA is to be notified of all new personnel, starting salary, sectional assignment, address, and resignation.
- D. Nurses who return from a leave of absence will be restored to dues deduction automatically, provided they were on dues deduction previous to their leave.

ARTICLE VI

HOURS OF DUTY

A. The workweek shall consist of five (5) days beginning on Monday for employees within the bargaining unit.

B. School nurses shall work the hours that their school is in

session. Field staff nurses shall work in accordance with their current

hourly schedule, e.g., 8:30 - 3:30; 9:00 - 4:00. The above schedules

will be adhered to except in special situations requested by individual nurses to alter the working schedule for the convenience of the nurse, provided the best interests of both the nurse and the Department of Human Resources is served.

ARTICLE VII

TEMPORARY STATUS

- A. The PHNSA and the City recognize that frequently there is an inequitable delay in conferring the status of "permanent" on employees. To alleviate this inequity the City agrees to use whatever powers at its disposal, including petitioning the Department of Civil Service, to keep the status of "temporary" or "provisional" as same pertains to any employee covered by this agreement to the shortest possible amount of time.
- B. Transfers of service not to exceed twenty-four (24) months may be temporarily done in emergency cases only.
- C. Emergency is defined as a situation which could not reasonably be anticipated or foreseen by the employer.

ARTICLE VIII

NEWLY CREATED POSITIONS

A. If in the opinion of the City, an open position demands additional

qualifications than those set by Civil Service, the City agrees to submit to the PHNSA the additional criteria for comment prior to submitting

the same to the Department of Civil Service for approval.

B. In the event that there exists a new opening or a vacancy in a

position that presently exists, or if a new position is hereinafter established,

there shall be posted on the Bulletin Boards in district offices and sufficient

copies given to the PHNSA President precisely what the new position is, and

in every event the qualifications necessary to fill such a position.

The purpose of the above is to allow all those who are interested in the position and who have the necessary qualifications to apply.

C. In the case of multiple applications the nurse shall be appointed

in accordance with Civil Service regulations.

D. Positions shall be posted three (3) weeks prior to recruitment.

ARTICLE IX

PENSION AND RETIREMENT

A. Employees shall receive pensions and retirement pursuant to the provisions of State law and local ordinances.

B. Terminal leave. Nurses who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of four (4) calendar days for each calendar year of service. Added to such leave shall be any accrued vacation time which is owed the retiring nurse.

C. Longevity and degree differential shall be included in annual salary for pension purposes for those employees contributing to ERS. For all other employees this shall be done provided their pension system permits.

ARTICLE X
INSURANCE

A. Malpractice insurance in the amount of One Million / Three Million (\$1,000,000.00/\$3,000,000.00) Dollars shall be supplied by the

City at no expense to the nurses.

B. The City shall supply to nurses all necessary legal advice and counsel in the defense of or the settlement of claims for personal

injury, death or property damage arising out of or in the course of their

employment and the City shall pay and satisfy all judgments against nurses

for such claims.

C. Hospitalization. Nurses shall receive fully paid Blue Cross/ Blue Shield with Rider "j" and Major Medical to cover themselves and

their spouse and children covered under the plan.

D. The City shall provide for Life Insurance in the amount of

Five Thousand (\$5,000.00) Dollars and Accidental Death and Dismemberment Insurance in the amount of Five Thousand (\$5,000.00) Dollars for each nurse.

E. Upon retirement, the City shall continue coverage under Blue

Cross/Blue Shield for the retired employee in accordance with the legislation

in affect at the time of retirement.

ARTICLE XI

UNION PRIVILEGES

A. Two (2) members selected by the PHNSA shall be permitted to

attend seminars, workshops, annual meetings of professional associations, conventions, etc., for a maximum of five (5) days at any one time - the

total not to exceed fifteen (15) days in a calendar year so long as depart-

mental operations are not impeded. Such request shall not be arbitrarily

denied. Said members shall be paid straight time. In addition, if a member

is assigned to attend such functions, the City shall reimburse all registra-

tion fees, charges for materials, food, transportation costs and lodging

for out of City meetings.

ARTICLE XII

RATES OF PAY - WAGES

A. Wages

YEARS OF SERVICE	ANNUAL SALARY
0 - 2	\$ 14,253.
3 - 5	14,744.
6 - 9	15,234.
10 - 14	15,724.
15 or more	16,213.

ASSISTANT PUBLIC HEALTH SUPERVISOR:

PUBLIC HEALTH SUPERVISOR

0 - 2	15,707.
3 - 5	16,247.
6 - 9	16,788.
10 - 14	17,327.
15 or more	17,867.

PUBLIC HEALTH NUTRITIONIST

0 - 2	16,508.
3 - 5	17,075.
6 - 9	17,642.
10 - 14	18,208.
15 or more	18,775.

PUBLIC HEALTH CONSULTANT

0 - 2	17,309.
3 - 5	17,904.
6 - 9	18,498.
10 - 14	19,093.
15 or more	19,686.

B. A Degree differential shall be granted as follows, and shall be a consideration for pension purposes:

(a) B.S. or R.A.	500.
(b) M.S. or M.A.	750.

C. Uniform allowance. The following uniform allowance shall be granted:

(a) Field Supervisors	350.
(b) Parochial School Supervisors	150.
(c) PHN Consultant	150.

D. Longevity

<u>YEAR</u>	<u>AMOUNT</u>
5	\$ 200.00
10	400.00
15	600.00
20	800.00
25	1,000.00

ARTICLE XIII
OVERTIME

A. Supervisory personnel will not be required to work on Saturday,

Sunday, or holidays.

B. If there is any emergency requiring a member of this unit to work

overtime, such time will be compensated at the following rates:

(1) Employees working overtime on Sundays shall be compensated at two (2) times their regular hourly rate. Employees who work in excess of the normal thirty five (35) hours work week shall be compensated on the basis of one and one half (1 1/2) times the regular hourly rate.

(2) Nurses working on any of the holidays set forth in this Agreement shall receive as overtime pay triple times their daily rate of pay.

(3) For the purposes of computing overtime, the following formula shall pertain:

0 - 15 minutes - No overtime payment
15 - 30 minutes - 1/2 hour at overtime rate
30 minutes or more - 1 hour at overtime rate

The above formula shall pertain for the first hour only. All work in excess of the first hour shall be paid at the overtime rate for actual time worked.

ARTICLE XIV

TUITION REIMBURSEMENT

A. All members of the PHNSA who take college courses which are job related, as determined by the committee, whether matriculated or not matriculated, will receive tuition reimbursement.

(1) reimbursement will be made upon submission of receipted bills and proof of successful completion of course or courses to the committee.

(2) tuition reimbursement shall not exceed \$450.00 per year per participant. However, participant(s) may be reimbursed fully when charges go beyond \$450.00 per year providing all other participant(s) claims are satisfied and monies remain in budgeted total.

(3) maximum budgeted total allocated for the program is not to exceed \$1800.00 per year.

(4) all courses as outlined above must be taken after working hours.

ARTICLE XV

MEAL PERIODS

A. All employees shall be granted a lunch period of one hour during each working shift. The meal period for employees in the School Nursing Service shall be consistent with school policy.

ARTICLE XVI

HOLIDAYS

A. The following thirteen (13) days shall be recognized as paid

holidays and shall be granted unless the employee works on the holiday.

New Year's Day	Columbus Day
Lincoln's Birthday	General Election Day (November)
Washington's Birthday	Veterans Day

Good Friday	Thanksgiving Day
Memorial Day	The Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

B. In addition to the holidays set forth above, nurses shall be granted any other special holidays declared by the Mayor or Council.

C. Any holiday falling on Saturday shall be celebrated on the preceding Friday. A holiday that falls on Sunday shall be celebrated on the following Monday.

ARTICLE XVII
VACATION

A. All supervisory personnel shall receive paid vacation allowance at straight time rates as follows:

1 through 4 years of service...	20	working days for each year.
5 through 14 "	25	working days for each year.
15 years and over "	30	working days for each year.

B. Vacation time not used in year granted shall accumulate for the next succeeding year only unless permission otherwise is granted by the head of the department.

C. Members of this bargaining unit who resign or retire shall be

granted all accumulated time prior to the effective date of resignation or retirement. Vacation for an individual who retires or resigns shall be prorated in the retirement year with a minimum of ten (10) working days. If retirement becomes effective after July 1, a full years vacation allowance shall be granted.

D. All members of this bargaining unit shall be entitled to utilize earned vacation days when desired so long as agency needs are met.

ARTICLE XVIII

SICK LEAVE

A. All employees covered by this Agreement shall be entitled

to the following sick leave:

<u>Amount of Service</u>	<u>Sick Days</u>
Up to the end of the first	One (1) working day for
(1st) calendar year	- each month of service
Each calendar year thereafter	- Fifteen (15) working days

B. Sick days not taken by employees in any year shall accumulate

from year to year.

C. Unless a nurse is out of work for five (5) consecutive working

days or more, she shall not be automatically required to present a doctor's

verification of her illness. However, where abuse of sick leave is sus-

pected, acceptable medical evidence may be required by the City.

ARTICLE XIX

LEAVES OF ABSENCE

A. Leave of absence with pay shall be granted as follows:

1. A death in the employee's family shall not be charged

against his accrued sick leave or compensatory time. Time off shall be

granted from the day of death until the day after the funeral, not to exceed

five (5) days. Immediate family is defined as including: Mother, father, son,

daughter, sister, brother, husband, wife, son-in-law, daughter-in-law,

father-in-law, mother-in-law, grandparents and grandchildren.

2. If the employee is directed by the Director of Human

Resources to attend school or to take courses to increase professional pro-

ficiency.

3. Injured in the line of duty, pursuant to Civil Service laws,

Workmen's Compensation laws, and other applicable State law and local regu-

lations.

B. Leaves of absence without pay may be granted for good cause

to any permanent employee in accordance with Civil Service rules and regula-

tions. Said leave may not be arbitrarily or unreasonably withheld.

C. Any employee called into the Armed Forces of the United States

during national emergency, or drafted, shall be given all the protection of,

applicable laws and leave of absence shall be granted wherever such require-

ment exists. When military compensation of an employee covered by this

Agreement is less than his salary, the differential up to the amount of salary

is to be provided by the City as per City Resolution.

ARTICLE XX

MANAGEMENT'S RIGHTS

A. The City hereby retains and reserves unto itself all powers,

rights, authority, duties and responsibilities conferred upon and vested in

it prior to the signing of this Agreement by the laws and Constitution of the

State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authorities,

duties and responsibilities of the City, the adoption of policies, rules,

regulations and practices in furtherance thereof, and the use of judgment

and discretion in connection therewith shall be limited only by the specific

and express terms of this Agreement and then only to the extent such

specific and express terms hereof are in conformance with the Constitution

and laws of New Jersey and of the United States.

ARTICLE XXI

PHNSA RIGHTS

- A. Representatives of the PHNSA not exceeding two (2), shall have access to the working areas to meet with PHNSA delegates during their lunch periods or other free periods to carry out PHNSA business, provided working area operations are not impeded. Such meetings are restricted to non-patient areas only.
- B. The President of the PHNSA shall be granted a reasonable amount of agency time with pay to administer the provisions of this contract so long as agency functions are not impeded.

ARTICLE XXII

DISCIPLINARY ACTION

A. Disciplinary action shall be limited to:

1. Oral reprimand

2. Written reprimand

3. Suspension

4. Demotion

5. Discharge

B. If the employer feels there is a just cause to transfer, or

discharge a nurse for disciplinary reasons, the nurse and the PHNSA will

be notified in writing as to the cause.

ARTICLE XXIII

TRAVELING EXPENSES

- A. All Field Staff Supervisors who use their own vehicles on a full time basis while on duty for official business shall receive thirty-five (\$35.00) dollars per month. Those who use their vehicles part-time shall be paid pro-rata for their usage based upon the above monthly stipend.
- B. Supervisors using public transportation shall be reimbursed for out-of-pocket expenses.
- C. Supervisors shall be supplied with official "Public Health" identification for their vehicles.
- D. For out of city authorized travel compensation shall be made at the City mileage rate.

ARTICLE XXIV

DRUG DISCOUNT PROGRAM

A. The Drug Discount Program currently in effect for Medical

Center nurses shall be made available to members of this bargaining unit
subject to continued approval by the Medical Center.

A. All supervisors in the bargaining unit shall receive three (3) days Administrative Leave with pay (Personal Days).

PROFESSIONAL ADMINISTRATIVE LEAVE

ARTICLE XXV

- A. The employer shall at all times maintain safe and healthful working conditions.
- B. Employees who become ill while on duty shall be permitted to utilize the services of the City physicians who are on City duty.

SAFETY AND HEALTH

ARTICLE XXVI

A. Emergency shall mean a situation that neither the employer nor the employee has control over, i.e., an Act of God, a local catastrophe, or any unforeseen act that cannot be anticipated.

EMERGENCY DEFINED

ARTICLE XXVII

ARTICLE XXVIII

STORAGE OF SUPERVISOR'S POSSESSIONS

- A. The employer shall make every effort to see that a supervisor is supplied with a desk to store her possessions during her tour of duty.

A. The PHNSA may recommend or suggest changes in the Department of Health and Welfare policies and decisions affecting the welfare of patients and nurses alike.

POLICY RECOMMENDATIONS

ARTICLE XXIX

ARTICLE XXX

IN-SERVICE PROGRAMS

A. The PHNSA may contribute program suggestions for educational programs as well as for in-service programs.

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this Agreement and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

FULLY BARGAINED AGREEMENT

ARTICLE XXXI

ARTICLE XXXII

SEPARABILITY AND SAVINGS

A. Should any part of or any provision herein contained be

rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not in-

validate the remaining portion hereof.

B. The provisions of this Agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State and local laws.

A. The benefits provided for in this Agreement shall accrue only to those employees in the employ of the City on the date that this document is signed. Such benefits shall also accrue to those employees promoted after the date of signing of this Agreement.

ELIGIBLE EMPLOYEES

ARTICLE XXXIII